

## **EXHIBIT A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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CF 135 FLAT LLC, CF 135 WEST MEMBER LLC,  
and THE CHETRIT GROUP LLC,

Index No. 156834/2015

Plaintiffs,  
-against-

**INTERPLEADER COMPLAINT**

TRIADOU SPV S.A. and CITY OF ALMATY,  
a foreign city,

Defendants.

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Plaintiffs CF 135 Flat LLC, CF 135 West Member LLC, and The Chetrit Group LLC (“Plaintiffs”), by their attorneys, Sukenik, Segal, & Graff, P.C., as and for their interpleader complaint in this action, allege as follows:

**NATURE OF ACTION**

1. This is an interpleader action by Plaintiffs to determine which of the defendants, Triadou SPV S.A. or the City of Almaty, Kazakhstan, should be paid the disputed sum of \$21,000,000.00, and to discharge Plaintiffs from further liability to defendants upon deposit of the disputed sum with the Court.

**THE PARTIES**

2. Plaintiff CF 135 Flat LLC (“CF 135”) is a Delaware limited liability company, with a place of business at 512 Seventh Avenue, 15th Floor, New York, New York, 10018, and is authorized to conduct business in the State of New York.

3. Plaintiff CF 135 West Member LLC (“CF”) is a Delaware limited liability

company, with a place of business at 512 Seventh Avenue, 15th Floor, New York, New York, 10018, and is authorized to conduct business in the State of New York.

4. Plaintiff The Chetrit Group LLC (“Chetrit”) is a New York limited liability company, with a place of business at 512 Seventh Avenue, 15th Floor, New York, New York, 10018, and is authorized to conduct business in the State of New York.

5. Upon information and belief, defendant Triadou SPV SA (“Triadou”) is a corporation formed under the laws of the Grand Duchy of Luxembourg, with an address at 40 Wall Street, New York, New York 10005.

6. Upon information and belief, defendant City of Almaty (“Almaty”) is a foreign city located in the country of Kazakhstan.

7. This Court has jurisdiction over this dispute under CPLR 302, CPLR 303, and BCL 307, and venue is proper pursuant to CPLR 503.

### **FACTUAL BACKGROUND**

8. On or about August 4, 2014, Triadou and CF 135 entered into a written agreement (the “Agreement”), whereby Triadou assigned its 50% ownership interest in CF to CF 135, and CF 135 agreed to pay Triadou a total of \$21,000,000.00 in four installment payments of \$5,250,000.00.

9. On or about August 4, 2014, CF and Chetrit executed a written guaranty (the “Guaranty”) of certain of the Agreement’s obligations.

10. Triadou has alleged in several court actions currently pending in the Supreme Court of New York, New York County, that Plaintiffs have failed to make the first three installment payments due under the Agreement and the Guaranty, and that when the fourth installment comes due, Plaintiffs will owe Triadou a total of \$21,000,000.00 in principal.

11. Almaty has alleged, via (1) a complaint filed in the United State District Court for the Central District of California in an action entitled *City of Almaty v. Victor Krapunov, et al.*, (2) a letter sent by Almaty's California counsel to Plaintiffs, dated April 30, 2015, and (3) a June 25, 2015 meeting between Almaty's New York counsel and Defendants' undersigned counsel, that (i) Triadou was funded with funds stolen from Almaty, (ii) Almaty is Triadou's creditor, and (iii) Triadou's assignment of its interest in CF to CF 135 was a fraudulent conveyance. Almaty intends to sue Plaintiffs to undue the assignment and to recover the assigned interest in CF or the value thereof.

12. Logically, Plaintiffs cannot be liable to both Plaintiff and Almaty. Either Triadou's assignment of its interest in CF to CF 135 is valid or it is invalid. If the assignment is valid, Plaintiffs must pay Triadou a total of \$21,000,000.00 but owe Almaty nothing. If the assignment was improperly made, Plaintiffs may not owe Triadou anything, but may have to pay Almaty for the improperly assigned interest.

13. Plaintiffs admit that the sum of \$21,000,000.00 is due and owing either to Triadou or to Almaty. However, Plaintiffs are unable to determine to whom such sum should be paid and which of the defendants is entitled thereto. As a result of such adverse claims, Plaintiffs are or may be exposed to double liability.

14. Plaintiffs are ready, willing, and able to pay the proceeds of the policy to whichever defendant the court shall adjudge is entitled thereto, or to pay the money into court to await the determination thereof.

WHEREFORE, Plaintiffs demand judgment that:

1. Defendants be required to interplead each other concerning their claims to the disputed sum.

2. Defendants be restrained and enjoined from commencing any actions on the disputed sum.

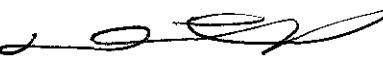
3. Plaintiffs be permitted to pay the amount of the disputed sum into court, and upon such payment into court, be discharged from any further liability to any of the parties to this action.

4. Plaintiff have such other and further relief as to the court may seem just and proper together with the costs and disbursements of this action, including reasonable attorneys' fees, to be paid out of the amount due in dispute.

Dated: July 7, 2015  
New York, New York

Yours, etc.

SUKENIK, SEGAL & GRAFF, P.C.

By: 

David Salhanick, Esq.  
*Attorneys for Plaintiffs*  
404 Fifth Avenue, 5th Floor  
New York, New York 10018  
(212) 725-9300

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**SUMMONS**

TRIADOU SPV S.A. and CITY OF ALMATY,  
a foreign city,

Plaintiffs designate New  
York County as the place  
of trial

Defendants.

Basis for venue is  
Plaintiffs' residency in  
New York, New York

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To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the Interpleader Complaint in this action and to serve a copy of your answer on Plaintiffs' attorneys within 20 days after the service of this summons, exclusive of the day of service, or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York. In the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
July 7, 2015

Yours, etc.

SUKENIK, SEGAL & GRAFF, P.C.

By: 

David Salhanick, Esq.  
*Attorneys for Plaintiffs*  
404 Fifth Avenue, Fifth Floor  
New York, New York 10016  
(212) 725-9300

Defendant Triadou SPV S.A.'s address:  
c/o Peyrot & Associates, P.C.  
62 William St., 9th Floor  
New York, NY 10005

Defendant City of Almaty's address:  
c/o Boies, Schiller & Flexner, LLC  
575 Lexington Ave # 7  
New York, NY 10022